

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

IN RE:

Jeffrey DeHaan,

Debtor.

Case No: 14-44153

Chapter 13

**NOTICE OF HEARING ON
PRE-CONFIRMATION MODIFIED PLAN**

Please take notice that a hearing on the pre-confirmation modified plan filed on April 28, 2015, will be presented to the court for confirmation on May 21, 2015, at 10:00 a.m. at Courtroom 8 West, 300 South 4th Street, Minneapolis, MN 55415.

Dated this 28th day of April 2015.

HELLER & THYEN, P.A.

/s/ Robert S. Thyen
Robert S. Thyen – 302288X
Attorney for Debtor
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St. Cloud, MN 56301
320-654-8000
E-mail: robb@hellerthyen.com

IN RE:

DeHaan, Jeffrey Dennis

Debtor(s)

Case No. **14-44153**

Chapter **13**

MODIFIED CHAPTER 13 PLAN

Dated: **April 28, 2015**.

1. DEBTOR'S PAYMENTS TO TRUSTEE –

- a. As of the date of this plan, the debtor has paid the trustee \$ **1,320.00**.
- b. After the date of this plan, the debtor will pay the trustee \$ **660.00** per **month** for **29** months, beginning May 2015 for a total of \$ **19,140.00**. In September 2017, Debtor's 2nd mortgage loan will be paid off and will increase his Ch 13 payment in October 2017 to \$ **1,033.00** for the remaining **25** months. The minimum plan length is [] 36 or [X] 60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.
- c. The debtor will also pay the trustee: **\$1,980.00 by April 30, 2015.**
Debtor will contribute \$2,500.00 of his tax refunds each year for a total of \$12,500.00.
- d. The debtor will pay the trustee a total of \$ **60,765.00** [line 1(a) + line 1(b) + line 1(c)].

2. PAYMENTS BY TRUSTEE – The trustee will pay from available funds only creditors for which proofs of claim have been filed. The trustee may collect a fee of up to 10% of plan payments, or \$ **6,076.50**, [line 1(d) x .10].

3. ADEQUATE PROTECTION PAYMENTS [§ 1326(a)(1)(C)] – The trustee will promptly pay from available funds adequate protection payments to creditors holding allowed claims secured by personal property, according to the following schedule, beginning in month one (1).

<i>Creditor</i>	<i>Monthly Payment</i>	<i>Number of Months</i>	<i>TOTAL PAYMENTS</i>
Coop Credit Union	50.00	3	150.00
TOTAL			150.00

4. EXECUTORY CONTRACTS AND UNEXPIRED LEASES [§ 365] – The debtor assumes the following executory contracts or unexpired leases. Cure provisions, if any, are set forth in ¶ 7.

<i>Creditor</i>	<i>Description of Property</i>
None	

5. CLAIMS NOT IN DEFAULT – Payments on the following claims are current and the debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any.

<i>Creditor</i>	<i>Description of Claim</i>
Coop Credit Union	Homestead is located at 400 Sanford Road, Benson, MN 56215

6. HOME MORTGAGES IN DEFAULT [§ 1322(b)(5) and § 1322(e)] – The trustee will cure defaults on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens. All following entries are estimates. The trustee will pay the actual amounts of default.

<i>Creditor</i>	<i>Amount of Default</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
HSBC Mortgage Services	43,010.66	pro-rata			43,010.66
TOTAL					43,010.66

7. CLAIMS IN DEFAULT [§ 1322 (b)(3) and (5) and § 1322(e)] – The trustee will cure defaults on the following claims as set forth below. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any. All following entries are estimates, except for interest rate.

<i>Creditor</i>	<i>Amount of Default</i>	<i>Int. rate (if any)</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>TOTAL PAYMENTS</i>
None						

TOTAL 0.00

8. OTHER SECURED CLAIMS; SECURED CLAIM AMOUNT IN PLAN CONTROLS [§ 1325(a)(5)] – The trustee will pay, on account of the following allowed secured claims, the amount set forth in the “Total Payments” column, below. The creditors will retain liens securing the allowed secured claims until the earlier of the payment of the underlying debt determined under nonbankruptcy law, or the date of the debtor's discharge. NOTWITHSTANDING A CREDITOR'S PROOF OF CLAIM FILED BEFORE OR AFTER CONFIRMATION, THE AMOUNT LISTED IN THIS PARAGRAPH AS A CREDITOR'S SECURED CLAIM BINDS THE CREDITOR PURSUANT TO 11 U.S.C. § 1327, AND CONFIRMATION OF THE PLAN IS A DETERMINATION OF THE CREDITOR'S ALLOWED SECURED CLAIM.

Creditor	Claim Amount	Secured Claim	Int. Rate	Beginning in Month #	Monthly Payment	Number of Payments	Payments on Account of Claim	Adequate Protection from ¶ 3	TOTAL PAYMENTS
Coop Credit Union	2,061.10	1,911.10	4.50	4	61.68	33	2,035.38	150.00	2,185.38
TOTAL									2,185.38

9. PRIORITY CLAIMS – The trustee will pay in full all claims entitled to priority under § 507, including the following. The amounts listed are estimates. The trustee will pay the amounts actually allowed.

Creditor	Estimate Claim	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
Heller & Thyen, P.A.	500.00	500.00	1	1	500.00
IRS	1.00	pro-rata			1.00
MN Department Of Revenue	1.00	pro-rata			1.00
TOTAL					502.00

10. SEPARATE CLASSES OF UNSECURED CREDITORS – In addition to the class of unsecured creditors specified in ¶ 11, there shall be separate classes of non-priority unsecured creditors described as follows:
The trustee will pay the allowed claims of the following creditors. All entries below are estimates.

Creditor	Int. Rate (if any)	Claim Amount	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
None						
TOTAL						0.00

11. TIMELY FILED UNSECURED CREDITORS – The trustee will pay holders of nonpriority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under ¶ 2, 3, 6, 7, 8, 9 and 10 their pro rata share of approximately \$ **8,933.76** [line 1(d) minus lines 2, 6(d), 7(d), 8(d), 9(f), and 10(c)].

- The debtor estimates that the total unsecured claims held by creditors listed in ¶ 8 are \$ **0.00**.
- The debtor estimates that the debtor's total unsecured claims (excluding those in ¶ 8 and ¶ 10) are \$ **8,933.76**.
- Total estimated unsecured claims are \$ **8,933.76** [line 11(a) + line 11(b)].

12. TARDILY-FILED UNSECURED CREDITORS – All money paid by the debtor to the trustee under ¶ 1, but not distributed by the trustee under ¶ 2, 3, 6, 7, 8, 9, 10, or 11 will be paid to holders of nonpriority unsecured claims for which proofs of claim were tardily filed.

13. OTHER PROVISIONS – The trustee may distribute additional sums not expressly provided for herein at the trustee's discretion.

The debtor will contribute, at minimum, \$2,500 yearly in April 2015 from tax refunds and other sources (if necessary). If any excess tax refunds remain after this \$2,500 payment, the debtor shall be entitled to retain \$1,200 (single debtor or single tax return filer) or \$2,000 (joint debtor or joint tax return filer) of that excess refund needs to turnover everything in excess of \$2,000 with spouse. Any remaining amounts shall be turned over to the Chapter 13 trustee as additional plan payments.

Pursuant to 11 U.S.C. Section 1305, a proof of claim may be filed by the Internal Revenue Service for a claim attributable to the taxable year in which the case concerning such debtor(s) was filed. The trustee shall pay the claim, but only to the extent funds are available.

As to the claims dealt with in paragraphs 5, 6, 7, and 8, as well as any purchase money security interests, in the event of the surrender, foreclosure, repossession, or return of the collateral to the creditor for any reason, the balance of the claim, if any, will be paid as an unsecured claim, discharged by the discharge granted pursuant to 11 USC 1328.

The debtor(s) shall not oppose any creditor claiming a purchase money security interest in and to household furnishings, from availing itself of its legal remedies under the Bankruptcy Code, namely, the submission of an application for relief

from stay under 11 U.S.C. Sec. 362. Upon appropriate court order regarding relief from the automatic stay provisions of 11 U.S.C. Sec. 362, the debtor shall not oppose a creditor from availing itself of any applicable state law remedies it believes are available for purposes of reclaiming the household furnishings. Upon appropriate order from the Swift County Court, the debtor(s) shall surrender the household furnishings to a creditor in compliance with such Swift County Court Order, if any.

This is a § 1306 plan. Any pre- and post-petition property of the debtor will remain property of the bankruptcy estate until conversion, dismissal or completion of the plan payments. This includes any post-petition earnings of the debtor.

This plan is intended to pay claims for years which ended before the petition filed under 11 U.S.C. § 502(i).

HSBC Mortgage Services will accept the Debtor(s) direct monthly mortgage payments and apply said payments to the Debtor(s) forward-moving monthly mortgage obligations.

HSBC Mortgage Services will recommence issuing monthly mortgage statements within 30 days of the confirmation of the plan.

Collection Bureau of Little Falls, Inc. will return garnished funds within 10 business days after confirmation of the plan.

Debtor will pay 100% of all claims filed.

14. SUMMARY OF PAYMENTS –

Trustee's Fee [Line 2]	\$	6,076.50
Home Mortgage Defaults [Line 6(d)]	\$	43,010.66
Claims in Default [Line 8(d)]	\$	0.00
Other Secured Claims [Line 8(d)]	\$	2,185.38
Priority Claims [Line 9(f)]	\$	502.00
Separate Classes [Line 10(c)]	\$	0.00
Unsecured Creditors [Line 11]	\$	8,933.76
TOTAL [must equal Line 1(d)]	\$	60,765.00

Robert S. Thyen 032288X
Heller & Thyen, P.A.
606 25th Ave S, Ste 110
St. Cloud, MN 56301-4810
(320) 654-8000

Signed: /s/ Jeffrey Dennis Dehaan

DEBTOR

Signed: _____

DEBTOR (if joint case)

(11/14)

**United States Bankruptcy Court
District of Minnesota**

In re **DeHaan, Jeffrey Dennis**

SIGNATURE DECLARATION
(For use in electronically filed cases only)

Debtor(s)

Case No. 14-44153


Chapter 13

- ☐ PETITION, SCHEDULES & STATEMENTS
☐ CHAPTER 13 PLAN
☐ VOLUNTARY CONVERSION, SCHEDULES AND STATEMENTS
☐ AMENDMENT TO PETITION, SCHEDULES & STATEMENTS
☒ MODIFIED CHAPTER 13 PLAN
☐ OTHER (Please describe: _____)

I [We], the undersigned debtor(s) or authorized representative of the debtor, make the following declarations under penalty of perjury:

1. The information I have given my attorney for the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
2. The Social Security Number or Tax Identification Number I have given to my attorney for entry into the court's Case Management/Electronic Case Filing (CM/ECF) system as a part of the electronic commencement of the above-referenced case is true and correct;
3. [individual debtors only] If no Social Security Number was provided as described in paragraph 2 above, it is because I do not have a Social Security Number;
4. I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration;
5. My electronic signature contained on the documents filed with the Bankruptcy Court has the same effect as if it were my original signature on those documents; and
6. [corporate and partnership debtors only] I have been authorized to file this petition on behalf of the debtor.

Date: 4/28/2015



Signature of Debtor or Authorized Representative

Jeffrey Dennis Dehaan
Printed Name of Debtor or Authorized Representative

Signature of Joint Debtor

Printed Name of Joint Debtor

Heller & Thyen P.A.
Robert Thyen
606 25th Ave S Ste 110
St. Cloud, MN 56301

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE: Jeffrey DeHaan

CASE NO: 14-44153

**DECLARATION OF MAILING
CERTIFICATE OF SERVICE**

Chapter: 13
ECF Docket Reference No.
Judge:
Hearing Location:
Hearing Date:
Hearing Time:
Response Date:

On 4/28/2015, I did cause a copy of the following documents, described below,
Amended Service Letter,
Pre-confirmation Hearing Notice and Modified Plan
Sig Dec

to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R.Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein.

DATED: 4/28/2015

/s/ Robert Thyen
Robert Thyen 032288X
Heller & Thyen P.A.
606 25th Ave S Ste 110
St. Cloud, MN 56301
320 654 8000
erin@hellerthyen.com

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

IN RE: Jeffrey DeHaan

CASE NO: 14-44153

**CERTIFICATE OF SERVICE
DECLARATION OF MAILING**

Chapter: 13

ECF Docket Reference No.

Judge:

Hearing Location:

Hearing Date:

Hearing Time:

Response Date:

On 4/28/2015, a copy of the following documents, described below,

Amended Service Letter,

Pre-confirmation Hearing Notice and Modified Plan

Sig Dec

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 4/28/2015



Jay S. Jump
BK Attorney Services, LLC
d/b/a certificateofservice.com, for
Heller & Thyen P.A.
Robert Thyen
606 25th Ave S Ste 110
St. Cloud, MN 56301

CASE INFO

EXCLUDE

LABEL MATRIX FOR LOCAL NOTICING
0864-4
CASE 14-44153
DISTRICT OF MINNESOTA
MINNEAPOLIS
TUE APR 28 09-06-10 CDT 2015

~~MINNEAPOLIS~~
~~301 U.S. COURTHOUSE~~
~~300 SOUTH FOURTH STREET~~
~~MINNEAPOLIS MN 55415-1320~~

AFFILIATED COMMUNITY MEDICAL CENTERS
PO BOX 1318
WILLMAR MN 56201-1318

BENSON FAMILY EYE CARE
PO BOX 246
LITTLE FALLS MN 56345-0246

BROWNIES TIRE SERVICE
640 MINNESOTA AVE E # 28
GLENWOOD MN 56334

CAVALRY PORTFOLIO SERVICES LLC
500 SUMMIT LAKE DR
STE 400
VALHALLA NY 10595-2322

CENTERPOINT ENERGY
PO BOX 4567
HOUSTON TX 77210-4567

CITIFINANCIAL
8875 AERO DR STE 200
SAN DIEGO CA 92123-2255

COLLECTION BUREAU OF L
PO BOX 246
LITTLE FALLS MN 56345-0246

COLLECTION BUREAU OF LITTLE FALLS
INC.
PO BOX 246
LITTLE FALLS MN 56345-0246

CAVALRY SPV I LLC
500 SUMMIT LAKE DRIVE STE 400
VALHALLA NY 10595-1340

CENTERPOINT ENERGY
PO BOX 4671
HOUSTON TX 77210-4671

COOP CREDIT UNION
1555 MINNESOTA AVE
BENSON MN 56215-1744

E & M ELECTRIC LLP
909 13TH STREET N
BENSON MN 56215-1234

ECMC
PO BOX 16408
ST. PAUL MN 55116-0408

FISHBACK FINANCIAL CORPORATION
PO BOX 5057
BROOKINGS SD 57006-5057

GLHEGC
PO BOX 7860
MADISON WI 53707-7860

GREAT LAKES
PO BOX 3059
MILWAUKEE WI 53201-3059

GURSTEL CHARGO
6681 COUNTRY CLUB DRIVE
GOLDEN VALLEY MN 55427-4601

HANCOCK CO-OP
PO BOX 246
LITTLE FALLS MN 56345-0246

HSBC MORTGAGE SERVICES
PO BOX 5249
CAROL STREAM IL 60197-5249

HSBC MORTGAGE SERVICES INC.
P.O. BOX 21188
EAGAN MINNESOTA 55121-0188

IRS
CENTRALIZED INSOLVENCY
PO BOX 7346
PHILADELPHIA PA 19101-7346

MESSERLI & KRAMER P.A.
3033 CAMPUS DR STE 250
PLYMOUTH MN 55441-2662

MIDLAND FUNDING
8875 AERO DR STE 200
SAN DIEGO CA 92123-2255

MN DEPARTMENT OF REVENUE
COLLECTIONS DIVISION BKY SECTION
PO BOX 64447
SAINT PAUL MN 55164-0447

MORRIS COOPCENEX
PO BOX 246
LITTLE FALLS MN 56345-0246

MIDLAND CREDIT MANAGEMENT INC
AS AGENT FOR MIDLAND FUNDING LLC
PO BOX 2011
WARREN MI 48090-2011

NHELP-II THRU US BANK NA AS EL
PO BOX 7860
MADISON WI 53707-7860

OLD NO 1 BAR GRILL
3 EASTON OVAL STE 210
COLUMBUS OH 43219-6011

PAYLIANCE
3 EASTON OVAL STE 210
COLUMBUS OH 43219-6011

RUNNINGS FARM FLEET BENSON
PO BOX 246
LITTLE FALLS MN 56345-0246

RIVERVIEW LAW OFFICE PLLC
PO BOX 570
SAUK RAPIDS MN 56379-0570

SARAH MCGEARY DEHAAN
400 SANFORD RD
BENSON MN 56215-1091

SCHILLER & ADAM P.A.
THE ACADEMY PROFESSIONAL BUILDING
25 DALE ST N
SAINT PAUL MN 55102-2227

TACO JOHNS OF MORRIS
PO BOX 246
LITTLE FALLS MN 56345-0246

EXCLUDE

TARGET
1000 NICOLLET MALL # TPS-3165
MINNEAPOLIS MN 55403-2542

~~US TRUSTEE~~
~~1015 US COURTHOUSE~~
~~300 S 4TH ST~~
~~MINNEAPOLIS MN 55415-3070~~

WF CRD SVC
3201 N 4TH AVE
SIOUX FALLS SD 57104-0700

DEBTOR

WATERTOWN CREDIT BUREAU INC.
PO BOX 234
WATERTOWN SD 57201-0234

JEFFREY DENNIS DEHAAN
400 SANFORD RD
BENSON MN 56215-1091

EXCLUDE

~~KYLE CARLSON~~
~~PO BOX 519~~
~~BARNESVILLE MN 56514-0519~~

ROBERT S. THYEN
HELLER & THYEN P.A.
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